



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	10-02-07	AGENDA REQUEST NO:	IV B
INITIATED BY:	HENRY VAVRECKA, STREET/DRAINAGE SUPERINTENDENT	RESPONSIBLE DEPARTMENT:	PUBLIC WORKS
PRESENTED BY:	MIKE HOBBS DIRECTOR OF PUBLIC WORKS	DEPARTMENT HEAD:	MIKE HOBBS, DIRECTOR OF PUBLIC WORKS <i>mh</i>
		ADDITIONAL DEPARTMENT HEAD (S):	N/A
SUBJECT / PROCEEDING:	STREET SWEEPING CONTRACT AUTHORIZE CONTRACT WITH KUSTOM SWEEPING, LLC		
EXHIBITS:	PROJECT LOCATION AND SERVICE LEVEL MAP BID TABULATION SHEET CONTRACT		
CLEARANCES		APPROVAL	
LEGAL:	MEREDITH WILGANOWSKI, <i>mw</i> ASSISTANT CITY ATTORNEY	EXECUTIVE DIRECTOR:	N/A
PURCHASING:	JENNIFER MONTGOMERY <i>jm</i> PURCHASING MANAGER	ASST. CITY MANAGER:	KAREN H. GLYNN <i>kg</i>
BUDGET:	JENNIFER BROWN <i>jb</i> ASSISTANT FISCAL SERVICES DIRECTOR	CITY MANAGER:	ALLEN BOGARD <i>kg</i> /FOR AB
BUDGET			
EXPENDITURE REQUIRED: \$		149,700	
AMOUNT BUDGETED/REALLOCATION: \$		149,700	
ADDITIONAL APPROPRIATION: \$		N/A	
RECOMMENDED ACTION			
The Public Works Department requests City Council authorization to enter into a contract with Kustom Sweeping, LLC for a period of one year with an option to renew for two additional years in the amount of \$149,700.00.			

EXECUTIVE SUMMARY

In July 2007, the City received one qualified bid for Street Sweeping Services. The low bidder's proposal from Kustom Sweeping, LLC has been reviewed and found to meet specifications set forth by the City. Kustom Sweeping has been the City's street sweeping contractor since 2005. They have been performing the sweeping services under the same contract unit costs since 2005 without a price increase.

This is a unit cost contract meaning the contractor provides the City with hourly rates for the performance of street sweeping services. The two price units that are used most often are the \$90 per hour rate which is the standard rate used to clean streets other than U.S. 59 during the regular cycles. The other rate is \$380 which is the rate for the cleaning of the U.S. 59 main lanes and ramps. The U.S. 59 rate is higher as TxDOT requires traffic control, flag men, and a crash attenuator vehicle to accompany the sweeper on the main lanes. The \$380 rate also includes the removal of large items such as truck tire treads, accident debris, etc., which a sweeper can not intake. The hourly rates provide an opportunity for supplemental sweeping as needed.

The scope of the contract is to provide routine cleaning of high volume major streets and intersections including the U.S. 59 service roads and main lane shoulders, the U.S. 90A/U.S. 59 underpass, S.H. 6, Eldridge Road, etc. The map on the following page details the sweeping locations and frequencies for the sweeping program. As in the past, residential streets are not swept. The hourly rates provide an opportunity for supplemental sweeping as needed.

You will note on the bid tabulation form that Kustom Sweeping raised their rates for the two most used bid items from \$90 per hour to \$110 per hour and \$380 per hour to \$400 per hour respectively. The other unit costs were also raised but they are used very infrequently. Public Works has researched these rates relative to other contracts in the area for similar services and found them to be reasonable. Also, we inquired with the owner of Kustom Sweeping and he reported that the rate increases were due to increased diesel fuel costs as well as to the cost of brushes for the cleaning equipment. These answers seemed logical as we have heard similar messages from other contractors who use diesel fuel and other petroleum based products within their core business applications.

Though the unit costs for this program have increased and the budget has remained the same we anticipate no decrease in service level for 2008. We have again coordinated with TxDOT on the sweeping of U.S. 59. Last year TxDOT experienced performance issues with their sweeping contractor. Our intent when we began sweeping the main lanes was to supplement TxDOT's efforts. TxDOT has since hired a new contractor and plans to hold them to a tighter schedule. We were able to accommodate the U.S. 59 needs because the construction of U.S. 90A had begun and we accordingly suspended the sweeping of 90A within the project area. We will ensure that we monitor demands again this year to maintain performance levels.

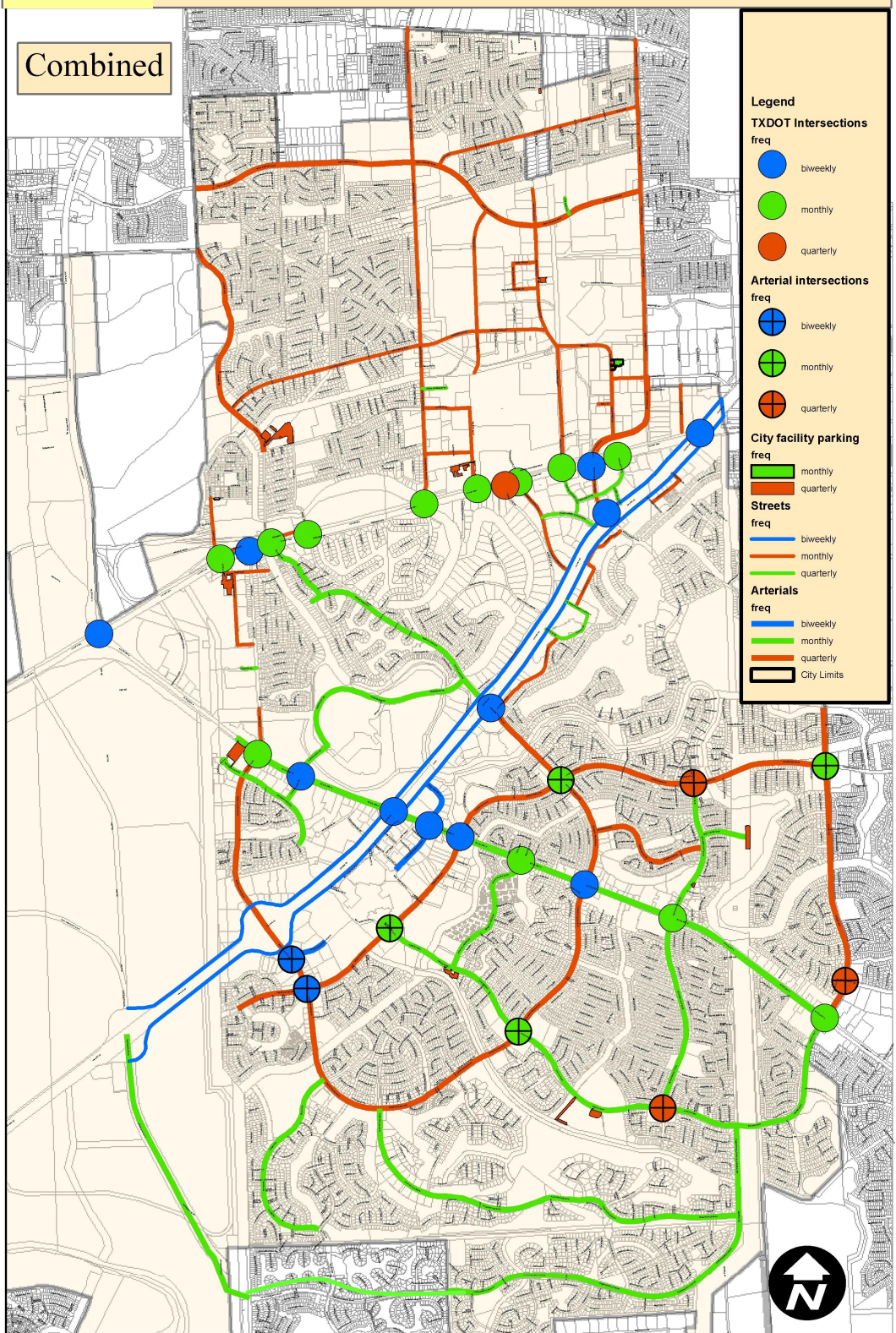
The term of this contract is for a period of one year with an option to renew for two additional years, commencing on October 2, 2007.

Budgeted funding is available for this service contract in the Public Works operations budget account no. 010-1410-514-33.02.

EXHIBITS

City of Sugar Land Street Sweeping Program

Combined



**CITY STREET SWEEPING
TABULATION SHEET**

Item Number	Description of Service	Estimated Period	Unit Price	Extended Price
1	Bi-Weekly Rate	26	\$110.00	\$ 21450.00
2	Monthly Rate	12	\$110.00	\$ 63360.00
3	Quarterly Rate	4	\$110.00	\$ 22880.00
GRAND TOTAL				\$107690.00

Please list below or attach a list of Sweeping Equipment to be used in the execution of this contract.
Attach Maintenance History to this sheet.

2003 International

Tymco 600

2002 International

Tymco600

(Maintenance Log Attached)

ADDITIONAL SERVICES COST

Item Number	Description of Service	Cost Per Hour of Service
1	Advanced Notice Scheduled Cleaning Regular Hours	\$ 110.00
2	Short Notice Scheduled Cleaning Regular Hours	\$ 110.00
3	Emergency Cleaning	\$ 150.00
4	Special Sweeping / Cleaning	\$ 400.00

The contractor agrees and understands that the City of Sugar Land reserves the right to accept or reject any or all bids.

CITY OF SUGAR LAND
GENERAL SERVICES CONTRACT

Revised 10/16/06

This Contract (Contract) is made between the City of Sugar Land, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- III. Standard Contractual Provisions
- IV. Special Terms and Conditions
- V. Contract Attachments

I. Summary of Contract Terms.

Contractor: Kustom Sweeping, LLC
Description of Services: City Street Sweeping
Maximum Contract Amount: \$149,700
Effective Date: October 2, 2007
Termination Date: October 1, 2008

Renewal: The City may extend this Contract for two additional one-year terms on the same terms and conditions as provided for in the original term, by giving written notice of the extension to the other party at least 30 days prior to the termination date.

CITY OF SUGAR LAND*

CONTRACTOR:

Signed by: Date: _____
____ City Manager
____ Assistant City Manager
____ Director
____ Program Manager

Title: _____
Date: _____

*Contract Signature Authority: Program Manager - \$2,999 or less
Director - \$3,000 to \$15,000
Executive Director/City Manager/Assistant City Managers - \$15,000 to \$24,999

Attest: City Secretary

Reviewed for Legal Compliance:

III. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

C. Termination Provisions.

(1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this Contract who is sued by a third party for acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.

F. Law Governing and Venue. **This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.**

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only

by written instrument signed by both parties.

H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.

I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

IV. Special Terms or Conditions. None.

V. Additional Contract Documents. The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision not included in the Contractor's Additional Contract Documents, does not apply to this Contract.

A. Contractor's Additional Contract Documents:

1. Kustom Sweeping, LLC Response to City of Sugar Land Invitation to Bid No. 2007-28 (11 pages)

B. City's Additional Contract Documents:

1. City of Sugar Land Invitation to Bid No. 2007-28 (30 pages)
2. Insurance for Designated Professional Service Contracts [Form PU-111F-2 (3 pages)]

END OF DOCUMENT